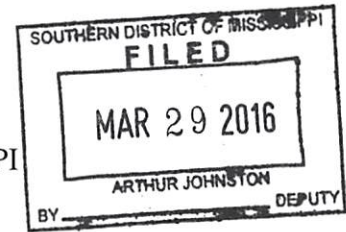


IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
NORTHERN DIVISION



ESTATE OF MICHAEL V. POWERS, DECEASED

PLAINTIFF

VS.

CIVIL ACTION NO. 3:16cv 22DPJ-FKB

UNITED HEALTHCARE OF MISSISSIPPI, INC.,  
UNITED HEALTHCARE SPECIALTY BENEFITS and  
XYZ CORPORATIONS 1-10

DEFENDANTS

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1441 and 1446, Defendants United Healthcare of Mississippi, Inc. and United Healthcare Specialty Benefits (“United”) remove this civil action from the Circuit Court of Lauderdale County, Mississippi to this Court on the following grounds:

1. On March 3, 2016, the plaintiff—Estate of Michael V. Powers, deceased—filed a Complaint against United in the Circuit Court of Lauderdale County, Mississippi, Case No. 16-CV-028(W). *See* Complaint attached as Exhibit 1. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders filed with the Circuit Court of Lauderdale County in this case are attached as Exhibit 2.

2. United was served with a copy of the Summons and Complaint on March 9, 2016. This Notice of Removal is therefore timely filed under 28 U.S.C. §§ 1441 and 1446 because it has been no more than thirty days since United was served.

3. According to the Complaint, the decedent, Michael V. Powers, suffered an eye injury on March 6, 2013 that resulted in loss of sight in one eye. *See* Complaint at ¶2 [Ex. 1]. He later “died as a result of cardio pulmonary arrest and probable acute myocardial infraction on April 29, 2013.” *Id.* at ¶3.

4. The plaintiff alleges that Powers' estate is entitled to benefits for his eye injury in the amount of \$12,500 under a group accidental death and dismemberment policy offered by his employer, Peavey Electronics, and insured by United, and that United has denied payment of those benefits. *See* Complaint at ¶¶ 4-9 [Ex. 1].

5. The policy under which the plaintiff seeks benefits is an employee welfare benefit plan as defined by the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001, *et seq.* Thus, the plaintiff's claim is based on Powers' alleged right to benefits under an ERISA plan. In fact, the plaintiff even seeks attorney's fees under ERISA §502(a)(1)(b). *See* Complaint at unnumbered paragraph following ¶9.

6. The plaintiff's claim is therefore a "civil action arising under the Constitution, laws, or treaties of the United States." *See* 28 U.S.C. § 1331; 29 U.S.C. § 1132(e) ("the district courts of the United States shall have exclusive jurisdiction of civil actions under this subchapter . . . ."). This Court has original jurisdiction over this action, and removal from state court is proper under 28 U.S.C. § 1441(a).

7. United has provided notice of removal to the Clerk of Court for the Circuit Court of Lauderdale County by filing a Notice of Filing of Notice of Removal with that court. *See* Notice of Filing of Notice of Removal attached as Exhibit 3.

8. United has also provided notice to the plaintiff by mailing it a copy of this Notice and a copy of United's Notice of Filing of Notice of Removal.

United therefore respectfully requests that the Court accept removal of this civil action for further proceedings and disposition.

Dated: March 29, 2016.

Respectfully submitted,

UNITED HEALTHCARE OF MISSISSIPPI, INC.,  
UNITED HEALTHCARE SPECIALTY BENEFITS

By its attorneys,

BAKER, DONELSON, BEARMAN, CALDWELL  
& BERKOWITZ, PC

By:   
Adam H. Gates

Of Counsel:

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**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing was hand delivered to the Clerk of the Court and served via United States Mail, postage prepaid, to the following:

Grace W. Mitts  
Witherspoon & Compton, LLC  
P.O. Box 845  
Meridian, MS 39302

Counsel for Plaintiff

Dated: March 29, 2016.

  
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Adam H. Gates